



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

February 24, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

PUBLIC HEARING ON THE PROPOSED GRANT OF EASEMENT ACROSS A PORTION OF LAKEWOOD GOLF COURSE TO THE CITY OF LAKEWOOD (FOURTH DISTRICT) (THREE VOTES)

SUBJECT

This recommendation will authorize the conveyance of an easement interest to the City of Lakewood (City) over a 5,517 square-foot portion of land at the Lakewood Golf Course, located at 3101 East Carson Street, City of Lakewood (Property).

JOINT RECOMMENDATION WITH THE DIRECTOR OF PARKS AND RECREATION THAT YOUR BOARD, AFTER THE CLOSE OF THE PUBLIC HEARING:

1. Find that granting an easement to the City for curb, gutter, bike path and other incidental purposes (Easement), over, along and across the Property, is categorically exempt under the California Environmental Quality Act (CEQA) pursuant to Class 1, Subsection (m) (Security Fencing and Gates) of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Section 15301 of the State CEQA Guidelines (Existing Facilities).
2. Find that the Property is not required for the County of Los Angeles (County) use and is surplus to the County's needs.
3. Find that a 5,517 square-foot portion of the Lakewood Golf Course property, as legally described and depicted in the Easement, be removed and no longer classified as park, recreational or cultural property.

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

"To Enrich Lives Through Effective And Caring Service"

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Intra-County Correspondence Sent Electronically Only**

4. Approve the conveyance of the Easement to the City from the County, which has an estimated appraised value of \$6,235 and instruct the Chief Executive Officer to execute the Easement.
5. Approve the installation of the site improvements with an estimated value of approximately \$175,000 at the Lakewood Golf Course in lieu of the acquisition of substitute park property pursuant to Public Resources Code Section 5404 and instruct the Director of Parks and Recreation to execute the attached license agreement with Boeing outlining the terms and conditions under which the site improvements will be installed and accepted.
6. Authorize the Chief Executive Office - Real Estate Division (CEO-RED) and the Department of Parks and Recreation to take all further actions and execute all other necessary documents to complete the conveyance of the Easement and the installation of the site improvements upon approval of the documents by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this recommended action is to approve the grant of a public-use easement over County-owned property to the City which will provide Boeing with the responsibility, at its cost, to realign Cover Street. This condition is part of the City's tract map approval process of Boeing's "Douglas Park" project, a commercial development currently under construction, located within the cities of Lakewood (approximately 23 acres), and Long Beach (approximately 238 acres).

The granting of the Easement will not impact golf operations because the Property is considered "out of play" and is located just outside the existing fence-line serving as a portion of the southerly boundary of the Lakewood Golf Course. The proposed site improvements to be received as "in lieu compensation" for the Easement will enhance the security and aesthetics of this portion of the golf course.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The proposed recommendations will further the Board-approved County Strategic Plan Goal 1 (Service Excellence) which provides an equitable solution for Boeing to satisfy an imposed municipal condition, while providing the County with Site Improvements, which will improve the Lakewood Golf Course property and the community.

FISCAL IMPACT/FINANCING

An estimated market value of \$6,235 was established by CEO-RED's staff appraiser for the Easement, after a review of comparable sales data was completed. An opinion of probable construction costs was performed by a professional engineer with Kimley-Horn and Associates for the estimated value of site improvements. An estimated value of \$175,425 was established, which included estimated labor and material costs for the various project components comprised of wrought iron fencing, landscaping material, irrigation and other related items. Boeing is responsible for all related costs associated with the installation of the site improvements, even if such costs exceed the Kimley-Horn estimated construction cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

As stated earlier, Boeing, as part of its master-planned "Douglas Park" project, is currently constructing infrastructure and street improvements to accommodate the build-out of approximately 260 acres of land in the cities of Long Beach and Lakewood. This project is intended to provide alternative land uses to Boeing's C-1 aircraft production facilities, which will include light industrial, office, commercial and aviation-related uses. Boeing, as required by the City, is responsible for the redesign, realignment and rededication of certain portions of Cover Street, a vacated public street, located along the southerly boundary of Lakewood Golf Course. Cover Street includes a portion of County-owned property legally-described in the Easement, which will be conveyed to the City (upon Board approval) in return for Boeing's installation of the site improvements, at no County cost. This action, as part of the negotiated agreement between the County and Boeing, will provide the Lakewood Golf Course with upgraded facilities at this location.

Pursuant to Public Resources Code Section 5404, your Board may, after holding a public hearing, sell a real property interest designated for park and recreational use if the amount of property sold is less than 10 percent of the total area of the property holding, but not more than one acre. Proceeds from the sale (in this instance the value of the site improvements) must be used for the improvement of the remaining portion of the property holding. Notice of the public hearing has been posted at the Lakewood Golf Course for forty-five (45) days as required by Public Resources Code Section 5406. As required by Government Code Section 65402, the Chief Executive Office has provided notification of the proposed Easement conveyance to the City's Planning Department.

County Counsel has reviewed and approved as to form the attached license agreement and Easement.

ENVIRONMENTAL DOCUMENTATION

This project is categorically exempt from CEQA pursuant to Class 1, Subsection (m) (Security Fencing and Gates), of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Section 15301 of the State CEQA Guidelines (Existing Facilities).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Your Board's approval of the recommended actions will not impact or adversely affect any current services or projects.

CONCLUSION

Instruct the Executive Officer, Board of Supervisors, to send conformed copies of this letter Attention: Mr. Howard Chambers, City Manager, City of Lakewood, 5050 Clark Avenue, Lakewood, CA, 90712, and Attention: Mr. Gene Warden, Senior Project Manager, The Boeing Company, Real Property Disposition, Shared Service Group, 4501 East Conant Street, Long Beach, CA 90808, and the offices of County Counsel, Department of Public Works, Parks and Recreation, and the Chief Executive Office, Real Estate Division.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer



RUSS GUINEY
Director, Department of Parks and Recreation

WTF:RG:DL
JSE:CM:RB:kb

Attachments

c: County Counsel
Department of Public Works
Department of Parks and Recreation

EASEMENT

**Grant of Easement
From the County of Los Angeles
to the City of Lakewood
For curb, gutter and bike pathway purposes**

RECORDING REQUESTED BY: *
The County of Los Angeles *

MAIL TO: *
City of Lakewood *
5050 Clark Avenue *
Lakewood, CA 90712 *
Attn: City Clerk *

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES
PURSUANT TO CALIFORNIA GOVERNMENT CODE §27383.

SPACE ABOVE THIS LINE FOR RECORDER'S USE.

ASSESSORS PARCEL: 7149-002-902 (portion)

GRANT OF EASEMENT

For valuable consideration, the receipt of which is hereby acknowledged, the **COUNTY OF LOS ANGELES**, a body corporate and politic (the "Grantor"), does hereby grant to the **CITY OF LAKEWOOD**, a municipal corporation of the State of California (the "Grantee"), a non-exclusive easement and right-of-way (the "Easement"), to construct, maintain, operate, and use curbs, gutters, bike pathways, and appurtenant surface structures incidental thereto (collectively, the "Easement Improvements"), and for no other purposes, on, over, across and through a parcel of land located in the City of Lakewood, County of Los Angeles, State of California, more fully described in **Exhibit A** and delineated on **Exhibit B**, attached hereto, and made a part hereof by this reference (the "Easement Area"), with the right to enter upon and to pass and repass on, over, along and across said Easement Area, whenever and when necessary for the purpose of maintaining and using the Easement Area for purposes set forth herein.

Subject to all matters of record and to the following reservations and conditions which Grantee by acceptance of this Easement agrees to keep and perform viz:

- a. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any;
- b. Grantor reserves the right to use the Easement Area for any and all purposes consistent with the enjoyment of the Easement herein granted;
- c. It is expressly understood that the Grantor will not be called upon to maintain, repair, or otherwise improve the Easement Area;
- d. The provisions and conditions contained in this Easement shall be binding upon Grantee, its respective heirs, executors, administrators, successors, and assigns;
- e. Grantee shall indemnify, defend, and hold harmless the Grantor, and its special districts, elected and appointed officers, employees, and agents (collectively, the "Grantor's Agents"), from and against any and all liability and expense, including without limitation claims and lawsuits for injuries or damages of any nature whatsoever, including without limitation bodily injury, death, personal injury, or property damage, including property of the Grantee, and including without limitation pollution liability, defense costs, legal fees, and workers' compensation benefits, based upon, arising from, or relating to either, the Grantee's operations or the services provided by Grantee, its officers, employees, agents, servants, receivers, invitees, franchisees, licensees, permittees, contractors, subcontractors, successors, or assignees (collectively, the "Grantee's Agents"), in connection with this Easement, and/or the acts or omissions of Grantee, Grantee's Agents, or any person in connection with activities or work conducted or performed pursuant to this Easement, and arising out of such activities or work;
- f. The express condition that if the Easement Improvements are not constructed on the Easement Area within three years of the execution of this Easement by Grantor, all right, title, and interest in and to said Easement Area shall revert to Grantor without the necessity of any affirmative action on the part of the Grantor to assert any rights in the Easement Area.

IN WITNESS WHEREOF, pursuant to Chapter 2.08 of the Los Angeles County Code, the County of Los Angeles has caused this Easement to be executed on its behalf by the Chief Executive Officer of Los Angeles County, on this _____ day of _____ 200____.

ATTEST:

COUNTY OF LOS ANGELES:

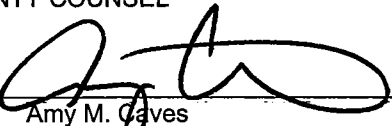
DEAN C. LOGAN
Registrar-Recorder/County Clerk

By : _____
Deputy

By : _____
WILLIAM T FUJIOKA
Chief Executive Officer

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
COUNTY COUNSEL

By :  _____
Amy M. Gaves
Senior Deputy County Counsel

CERTIFICATE OF ACCEPTANCE
(Govt. Code § 27281)

This is to certify that an easement and right of way interest in certain real property located in the City of Lakewood, County of Los Angeles, State of California, has been granted to the City of Lakewood, a municipal corporation of the State of California, (the "City"), by the County of Los Angeles, body corporate and politic, on the terms and conditions set forth herein and the City agrees to such terms and conditions and consents to the recordation of the Easement by its duly authorized officer.

ACCEPTANCE BY GRANTEE:

CITY OF LAKEWOOD, a municipal corporation of the
State of California

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

CITY ATTORNEY, CITY OF LAKEWOOD

By : _____

Printed Name: _____

PSOMAS

EXHIBIT 'A'

LEGAL DESCRIPTION

BIKE PATHWAY EASEMENT

That portion of Lot 41 in the City of Lakewood, County of Los Angeles, State of California, as shown on the map of Tract No. 8084 filed in Book 171, Pages 24 through 30, inclusive, of Maps, in the office of the Registrar Recorder/County Clerk of said County, being a portion of Cover Street, as vacated by a resolution of the City Council of the City of Lakewood, a certified copy of which was recorded June 28, 1994 as Resolution No. 94-73 on file with the City of Lakewood, and was also recorded on August 3, 1994, as Document No. 94-1434840, of Official Records, on file in the office of said Registrar Recorder/County Clerk, more particularly described as follows:

Commencing at the intersection of the easterly line of the westerly 38.00 feet of said Lot 41 and the northerly line of the lands conveyed to the Los Angeles and Salt Lake Railroad Company, by deed recorded on November 23, 1940, as Instrument No. 1000 in Book 17896 Page 358 of said Official Records; thence along said easterly line North 00°17'05" East 57.84 feet to the **True Point of Beginning**; thence continuing North 00°17'05" East 25.46 feet; thence leaving said easterly line South 89°42'55" East 0.65 feet to the beginning of non-tangent curve concave northeasterly having a radius of 30.68 feet, a radial line to said curve bears South 89°19'00" West; thence along said curve a distance of 24.52 feet through a central angle of 45°47'36"; thence South 86°40'37" East 89.82 feet to the easterly line of said Resolution No. 94-73; thence along said easterly line South 00°17'05" West 13.69 feet to the northerly line of land described as Parcel 3 in the document recorded August 5, 1957 as Instrument No. 809 in Book 55244, Page 123, of said Official Records; thence along said northerly line North 89°42'30" West 62.88 feet; thence North 86°40'37" West 8.49 feet to the beginning of a curve concave northeasterly, having a radius of 40.00 feet; thence northwesterly along said curve a distance of 32.97 feet through a central angle of 47°13'27" to the **True Point of Beginning**.

PSOMAS

Containing 1,563± square feet.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description is not intended for use in the division and/or conveyance of land in violation of the Subdivision Map Act of the State of California.

Prepared under the direction of:

Peter J. Fitzpatrick

Peter J. Fitzpatrick, PLS 6777

Expires 9-30-2008

Aug. 26, 2008

Date





PSOMAS

EXHIBIT 'A'

LEGAL DESCRIPTION

BIKE PATHWAY EASEMENT

That portion of Lot 41 in the City of Lakewood, County of Los Angeles, State of California, as shown on the map of Tract No. 8084 filed in Book 171, Pages 24 through 30, inclusive, of Maps, in the office of the Registrar Recorder/County Clerk of said County, more particularly described as follows:

Commencing at the intersection of a line parallel with and distant westerly 865.00 feet from the easterly line of said Lot 41 and the southerly line of the land described in the deed to the Los Angeles and Salt Lake Railroad Company recorded November 23, 1940 as Instrument No. 1000 in Book 17896, Page 358, Official Records, in said office of Registrar Recorder/County Clerk, as shown on the map filed in Book 170, Pages 94 through 99, inclusive, of Record of Surveys in said Office of the Registrar Recorder/County Clerk; thence North 00°17'02" East 63.01 feet to the northerly line of land described as Parcel 3 in the document recorded August 5, 1957 as Instrument No. 809 in Book 55244, Page 123, of said Official Records; thence along said northerly line the following two courses:

1. North 89°42'30" West 716.35 feet to the **True Point of Beginning**;
2. North 89°42'30" West 920.59 feet to the easterly line of that certain parcel of land described in the Resolution No. 94-73 on file with the City of Lakewood, and was also recorded August 3, 1994, as Document No. 94-1434840, of said Official Records;

thence along said easterly line North 00°17'05" East 13.69 feet; thence South 86°40'37" East 124.54 feet to the beginning of a curve concave northerly having a radius of 802.00 feet; thence easterly along said curve a distance of 36.09 feet through a central angle of 02°34'41"; thence South 89°15'19" East 760.18 feet to the northerly line of said Parcel 3 and the **True Point of Beginning**.

PSOMAS

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Containing 3,806± square feet.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description is not intended for use in the division and/or conveyance of land in violation of the Subdivision Map Act of the State of California.

Prepared under the direction of:

Peter J. Fitzpatrick

Peter J. Fitzpatrick, PLS 6777

Expires 9-30-2008

Aug. 26, 2008

Date



EXHIBIT 'B'

TRACT

NO.

8084

865.00' westerly of the
Easterly line of Lot 41 of
Tract 8084.

LAKEWOOD PARK
INSTR. NO. 2554
REC. MAY 15, 1951, O.R.

SEE SHEET 02

PARCEL 3
INSTR. NO. 809
BK. 55244 PG. 123 O.R.
REC. AUG. 5, 1957

41

T.P.O.B.

← S89°15'19"E

760.18'

N89°42'30"W

716.35'

← N89°42'30"W

920.59'

N00°17'02"E
63.01'

L.A. & S.L. CO.

BK 17806

PG 358

O.R.

P.O.C.

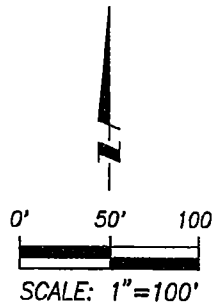
BIXBY STATION RD
(VACATED)

BIXBY STATION RD (VACATED)

42

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M.B. 171/24-30



DESCRIPTION:

BIKE PATHWAY EASEMENT OVER A PORTION OF LOT 41 TRACT 8084 BK 171 PG. 24-30, CITY OF LAKEWOOD, COUNTY OF LOS ANGELES.

SHEET 1 OF 2

SCALE: 1"=100'

DRAFTED: VQN

CHECKED: PJF

DATE: 06/05/2008

JOB NO.: 280E020500

PROPOSED COVER STREET

PSOMAS

3187 Red Hill Avenue #250
Costa Mesa, California 92626
(714) 751-7373 www.psomas.com

EXHIBIT 'B'

TRACT

NO.

8084

TRACT NO. 24184
M.B. 650 / 33-34

PARAMOUNT

BOULEVARD

Westerly line of Lots 41 & 42

LAKEWOOD PARK

INSTR. NO. 2554

REC. MAY 15, 1951, O.R.

(41)

PARCEL 3

INSTR. NO. 809

BK. 55244 PG. 123 O.R.

REC. AUG. 5, 1957

N00°17'05"E
13.69'

S86°40'37"E
124.54'

$\Delta = 02^{\circ}34'41"$
 $R = 802.00'$
 $L = 36.09'$

S89°15'19"E 760.18'

N89°42'30"W

920.59'

COVER

STREET

L.A. & S.L. CO.

BK 17896 PG 358 O.R.

BIXBY STATION RD (VACATED)

(44)

(42)

CITY OF LAKEWOOD
CITY OF LONG BEACH

M.B.

17-1/24-30

LEGEND:

----- LIMITS OF RESOLUTION NO. 94-73

0' 50' 100'
SCALE: 1"=100'

DESCRIPTION:

BIKE PATHWAY EASEMENT OVER A PORTION OF LOT 41 TRACT 8084 BK 171 PG. 24-30, CITY OF LAKEWOOD, COUNTY OF LOS ANGELES.

PROPOSED COVER STREET

PSOMAS

3187 Red Hill Avenue #250
Costa Mesa, California 92626
(714) 751-7373 www.psomas.com

SHEET 2 OF 2

SCALE: 1"=100'

DRAFTED: VQN

CHECKED: PJF

DATE: 08/05/2008

JOB NO.: 280E020500

PSOMAS

EXHIBIT 'A'

LEGAL DESCRIPTION

CURB AND GUTTER EASEMENT

That portion of Lot 41 in the City of Lakewood, County of Los Angeles, State of California, as shown on the map of Tract No. 8084 filed in Book 171, Pages 24 through 30, inclusive, of Maps, in the office of the Registrar Recorder/County Clerk of said County, being a portion of Cover Street, as vacated by a resolution of the City Council of the City of Lakewood, a certified copy of which was recorded June 28, 1994 as Resolution No. 94-73 on file with the City of Lakewood, and was also recorded on August 3, 1994, as Document No. 94-1434840, of Official Records, on file in the office of said Registrar Recorder/County Clerk, more particularly described as follows:

Commencing at the intersection of the easterly line of the westerly 38.00 feet of said Lot 41 and the northerly line of the lands conveyed to the Los Angeles and Salt Lake Railroad Company, by deed recorded on November 23, 1940, as Instrument No. 1000 in Book 17896 Page 358 of said Official Records; thence along said easterly line North 00°17'05" East 43.02 feet to northwesterly corner of land described as Parcel 3 in the document recorded August 5, 1957 as Instrument No. 809 in Book 55244, Page 123, of said Official Records and the **True Point of Beginning**; thence continuing North 00°17'05" East 14.82 feet to the beginning of a non-tangent curve concave northeasterly, having a radius of 40.00 feet, a radial line to said curve bears South 50°32'49" West; thence along said curve a distance of 32.97 feet through a central angle of 47°13'27"; thence South 86°40'37" East 8.49 feet to the northerly line of said Parcel 3; thence along said northerly line North 89°42'30" West 37.12 feet to the **True Point of Beginning**.

Containing 148± square feet.

See Exhibit 'B' attached hereto and made a part hereof.

PSOMAS

This legal description is not intended for use in the division and/or conveyance of land in violation of the Subdivision Map Act of the State of California.

Prepared under the direction of:

Peter J. Fitzpatrick

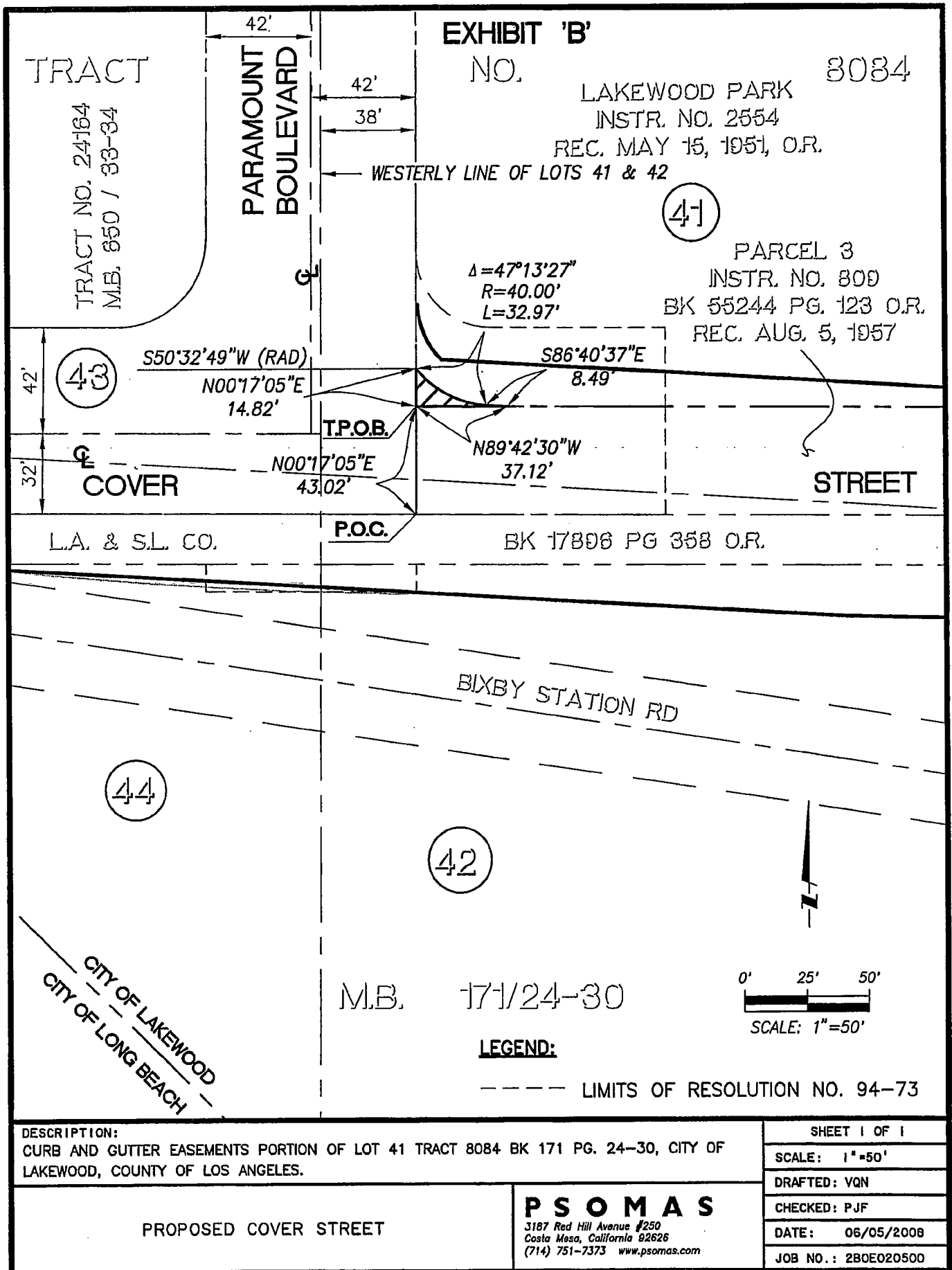
Peter J. Fitzpatrick, PLS 6777

Dec. 1, 2008

Date

Expires 9-30-2010





DWG Name: M:\2B0E020500\SURVEY\DESIGN\Cover Street Legal\X-COVER-LEGAL-CG.dwg Plotted by: venguyen on Aug 26, 2008 - 17:00:09

LICENSE

**Right of Entry and License Agreement
From the County of Los Angeles
to the Boeing Company
For construction of Irrigation and Fencing**

LAKEWOOD GOLF COURSE

3101 East Carson Street, Lakewood, California 90712

RIGHT OF ENTRY PERMIT AND LICENSE AGREEMENT

Licensee:

The Boeing Company
4501 E. Conant Street
Long Beach, CA 90808

Licensor:

County of Los Angeles Department of
Parks and Recreation
Authority: L.A.C.C. 2.26.140B(3)
Expiration Date: See Paragraph 3
Consideration: See Paragraph 4

-
1. **PREMISES:** Licensee, its employees, contractors and agents, after execution of this license by the Director of the Los Angeles County Department of Parks and Recreation ("Director"), is hereby granted permission to enter Lakewood Golf Course ("the Golf Course") through the existing maintenance gate at Cover Street for the purpose of tying in irrigation, and along its southern boundary for the purpose of removing the existing fence and installing a new fence as shown on the drawing attached to this license and incorporated herein.
 - A. Licensee hereby acknowledges the title of Licensor and/or any other public agencies having jurisdiction there over, in and to the premises, and covenants and agrees never to assail, contest or resist said title.
 - B. Licensee acknowledges personal inspection of the premises and the surrounding area, and has evaluated the extent to which the physical condition thereof will affect the license. Licensee accepts the premises in their physical condition and agrees to make no demands upon Licensor for any improvements or alteration thereof.
 2. **LICENSED USE:** Licensee is permitted to remove and dispose of the existing fence and install a wrought iron fence and landscaping improvements pursuant to the construction drawings approved by Licensor on November 6, 2008 (hereinafter "the Site Improvements"). The right and permission of Licensee is subordinate to the prior and paramount right of Licensor to use the Golf Course. Licensee shall exercise the permission herein given in such a manner as to minimize interference with the full use and enjoyment of said premises by the Licensor.
 3. **TERM:** The term of this license commences when the license is signed by the Director and runs thereafter for a period not to exceed 16 weeks ending when Licensor accepts the Site Improvements completed on its premises.

4. **CONSIDERATION:** Consideration is Licensee's agreement to design, manage, and construct the Site Improvements as a "public project" at no cost to Licensors.
- (a) In exchange, Licensors agrees to recommend to the County of Los Angeles Board of Supervisors (Board) that the Board award an easement to the City of Lakewood (City) for curb, gutter, bike path and other incidental purposes (the Easement) over a portion of the Golf Course. Licensee acknowledges that a recommendation to the Board does not obligate the Board to approve the easement. In the event the Board denies the recommendation, Licensee shall not seek reimbursement for any costs incurred in the design and project management of the Site Improvements.
- (b) Licensee understands and acknowledges that, to the extent that the Board approves an easement to the City of Lakewood, the easement will not be recorded until Licensors accepts the completed Project.
5. **NOTICES:** Notices desired or required to be given by this license or by any law now or hereinafter in effect are deemed given when sent by U.S. Postal Service Certified Mail, postage prepaid, or by reliable over-night courier to Licensee as follows:

The Boeing Company
Attention: Walter E. Warden
4501 E. Conant Street
Long Beach, CA 90808

or such other place in California as may hereinafter be designated in writing respectively by Licensee.

The notices and Certificates of Insurance and/or Self-Insurance and envelopes containing the same to Licensors shall be addressed to:

County of Los Angeles Department of Parks and Recreation
Attention: Chief of Planning
510 S. Vermont Avenue, Room 201
Los Angeles, CA 90020-1975

6. **CONSTRUCTION AND ACCEPTANCE OF SITE IMPROVEMENTS:** Licensee shall provide Licensors with written notices of Construction Commencement and Construction Completion for the Site Improvements. Within fifteen (15) County business days after receipt of Notice of Construction Completion, Licensors shall inspect the Site Improvements and determine whether or not they have been constructed in accordance with the approved construction drawings, and to a level of quality and workmanship for Licensors to issue its Notice of Acceptance of Site Improvements. If Site Improvements are unacceptable, within fifteen (15)

County business days after inspection, Licensor shall provide Licensee with a list of items that need to be corrected, after receipt of said list, in order for Licensor to issue its Notice of Acceptance of Site Improvements, or issuance of said notice will be delayed until the items on the list are corrected.

7. **INDEMNIFICATION:** Licensee shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents; and American Golf Corporation, its officers, employees, and agents ("the Indemnified Parties") from and against any and all liability, loss, injury or damage, including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from Licensee's acts and/or omissions arising from services performed by or on behalf of Licensee by any person, subcontractor or agent pursuant to this License, except to the extent that such liability, loss, injury or damage, including (but not limited to) demands, claims, fees, costs and expenses (including attorney and expert witness fees) arise from the acts or omissions of the Indemnified Parties. The terms of this paragraph survive the termination of this license.
8. **GENERAL INSURANCE REQUIREMENTS:** Without limiting Licensee's indemnification of the Indemnified Parties, Licensee shall provide and maintain during the term of this license the insurance specified in this license. Licensee, either by itself or through an affiliate thereof (the "Self-Insurer"), may elect to satisfy these insurance requirements through the use of commercial insurance, self-insurance, or any combination thereof. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and, such coverage shall be provided and maintained at Licensee's own expense.
 - a. **Evidence of Insurance.** Certificate(s) or other evidence of coverage satisfactory to Licensor shall be mailed in accordance with the requirements for Notices in Section 5 prior to commencing activities permitted under this license. Such certificates or other evidence shall:
 - i. Specifically identify this license.
 - ii. Clearly evidence all insurance required in this license.
 - iii. Contain the express condition that the Licensor is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
 - iv. Include copies of the additional insured endorsement to the commercial general liability policy, adding the Indemnified

Parties as additional insureds to the extent of the indemnity contained in Section 6.

- v. Show the Licensee's insurance as primary to the County's insurance and self-insurance programs. This may be evidenced by adding a statement to the additional insured endorsement required in item (iv), stating "It is further agreed that the insurance afforded by this policy is primary to any insurance or self-insurance programs maintained by the additional insured and the additional insureds insurance and self-insurance programs are excess and non-contributing to the Named Insureds insurance."
- b. Insurer Financial Ratings. Licensee shall use its best efforts to ensure that insurance is provided by an insurance company authorized to do business in California and reasonably acceptable to the Licensor, with an A.M. Best rating of not less than A:VII, unless otherwise approved by the Licensor.
- c. Waiver of Subrogation. Licensee agrees to release the Indemnified Parties and waive its rights of recovery against the Indemnified Parties under the insurance policies specified in this license, except to the extent that such rights derive from the negligence or willful misconduct of the Indemnified Parties.
- d. Failure to Maintain Coverage. Failure by Licensee to maintain the required insurance, or to provide evidence of insurance coverage acceptable to Licensor, shall constitute a material breach of this license upon which Licensor may immediately terminate or suspend this license.
- e. Notification of Incidents, Claims or Suits. Licensee shall report to Licensor:
 - i. Any accident or incident relating to activities permitted by this license which involves injury or property damage which may result in the filing of a claim or lawsuit against Licensee and/or Licensor. Such report shall be made in writing within 72 hours of occurrence.
 - ii. Any third party claim or lawsuit filed against Licensee arising from or related to Licensee's activities under this license.
 - iii. Any injury to Licensee or subcontractor employee which occurs on Licensor's property. This report shall be submitted on a County "Non-employee Injury Report" to the Chief of Planning.
- f. Insurance Coverage Requirements for Sub-contractors: Licensee shall ensure any and all sub-contractors performing services under

this license meet the insurance requirements of this license by either:

- i. Licensee providing evidence of insurance covering the activities of sub-contractors, or
- ii. Licensee providing evidence submitted by contractors evidencing that contractors maintain the required insurance coverage. Licensors retain the right to obtain copies of evidence of subcontractor insurance coverage at any time.

9. INSURANCE COVERAGE REQUIREMENTS:

- a. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$ 2 million
Products/Completed Operations Aggregate:	\$ 1 million
Personal and Advertising Injury	\$ 1 million
Each Occurrence:	\$ 1 million

- b. Automobile Liability insurance written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$ 1 million for each accident. Such insurance shall include coverage for all "owned" vehicles. In the event that all vehicles are provided and operated by a sub-contractor, Licensee shall ensure sub-contractor maintains equivalent auto liability coverage.
- c. Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Licensee is responsible. In all cases, this insurance also shall include Employer' Liability coverage with limits of not less than the following:

Each Accident:	\$ 1 million
Disease –policy limit:	\$ 1 million
Disease –each employee:	\$ 1 million

- d. Pollution liability: covering liability arising from the release, discharge, escape, dispersal or emission of pollutants, whether gradual or sudden, and including coverage for the costs and expenses associated with voluntary clean-up or with the testing, monitoring or treatment of pollutants in compliance with a governmental mandate or request, with limits not less than \$5million each occurrence and aggregate.

10. OPERATIONAL RESPONSIBILITIES: Licensee shall:

- a. Comply with and abide by all applicable rules, regulations and reasonable directions of Licensor.
- b. Obtain all applicable jurisdictional approvals; comply with all applicable federal, state, and local laws, rules, codes, and regulations; and in the course thereof obtain and keep in effect all permits and licenses required to conduct activities permitted on the premises.
- c. Contact and coordinate with the Golf Course General Manager, Mr. Gary Kossick at (562) 420-9940 in regard to all access and permitted activities and in the event of any emergencies, also contact Licensor's Golf Operations Administrative Services Manager, Mr. Jorge Badel at (626) 821-4649. Licensed activities shall occur from dawn to dusk, Monday through Friday. Weekend work or work on County holidays is not permitted. Licensee's project manager and job site contact in the event of emergencies is Mr. Steve Garis with Newport Real Estate Services who can be reached by phone at (562) 429-3080.
- d. At or before the time proof of insurance is submitted, provide Licensor with the names, license numbers, business addresses, and phone numbers of any and all of Licensee's subcontractors who will be entering the premises.
- e. Take the following precautions prior to commencing permitted activities: contact Underground Service Alert (USA) to locate utilities in or near the premises; review Golf Course irrigation/utility plans; walk the premises and Licensee's access route with Golf Course personnel to flag irrigation/utility lines, sprinkler heads, valve boxes, etc.
- f. Secure the premises by keeping the existing fence up until the new fence is installed and maintain the surrounding area in a safe and sound condition, providing all safety and security signs, barricades, pedestrian and traffic cones, lights and other related safety features to prevent vehicular accidents, personal injury, and property damage due to Licensee's activities.
- g. Assume the risks and bear all costs of damage or destruction, and loss due to theft, burglary or vandalism to any and all of Licensee's equipment, materials, tools, and vehicles owned, hired, leased, or used by Licensee for this license, except to the extent that such damage or destruction and loss result from the negligence or willful misconduct of Licensor.

- h. Repair or replace any and all of Licensor and American Golf Corporation property lost, damaged, or destroyed as a result of Licensee's use of the premises and activities, except to the extent that such loss, damage or destruction results from the negligence or willful misconduct of Licensor or American Golf Corporation. Should Licensee fail to promptly make repairs or replacements after notice by Licensor of damage, loss or destruction of property, Licensor may have repairs and/or replacements made and Licensee shall pay all reasonable costs.
 - i. Bear the sole cost and expense for Licensee's work, required utilities and services, if any.
- 11. **INDEPENDENT STATUS:** This license is by and between Licensor and Licensee. It is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between Licensor and Licensee. Licensee understands and agrees to bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of Licensee pursuant to this license.
- 12. **EMPLOYEES:** All references to the "Licensee" herein are deemed to include the employees, agents, contractors, and anyone else required under written contract with Licensee to access the premises.
- 13. **LIMITATIONS:** It is expressly understood that in licensing the right to use said premises, no estate or interest in real property is being conveyed to Licensee, and that the right to use is only a nonexclusive, revocable and unassignable permission to use the premises in accordance with the terms and conditions of this license.
- 14. **AMENDMENTS:** The premises, permitted use, and term of this license may be amended upon Licensee's prior written request with said notice to Licensor being given at least five (5) County business days prior to expiration of the term of this license, subject to the Director's discretion.
- 15. **ASSIGNMENT:** This license is personal to Licensee, and any attempt to assign or transfer same in whole or part without Licensor's prior written consent shall immediately terminate all of Licensee's rights hereunder.
- 16. **AUTHORITY TO STOP:** In the event that an authorized representative of Licensor finds that Licensee's activities on the premises unnecessarily endanger the health or safety of persons on or near said premises, the representative may require that this license immediately be suspended until said endangering activities cease, or until such action is taken to eliminate or prevent the endangerment.
- 17. **DEFAULT:** This license may be immediately revoked by Licensor in the event of any failure or refusal on the part of Licensee to keep or perform any

of the terms or conditions herein. Notice of revocation shall be given as provided by Section 5 of this license. Failure by Licensor to revoke this license for noncompliance of the terms or conditions by Licensee shall not constitute a waiver of the terms or conditions.

18. **TERMINATION:** This license may be terminated at anytime without cause for any reason or no reason at all at the option of Licensor by giving 30 days' notice of termination.
19. **RESTORATION OF PREMISES:** Upon any termination of this license, Licensee shall surrender the premises in a neat and clean condition. Licensee shall complete restoration of the licensed area to its original condition or better prior to termination of this license. Restoration of the premises shall include, but not be limited to, removal of all of Licensee's equipment, vehicles, trailers, containers, signs, litter, and debris. Licensee shall remove all improvements unless otherwise instructed in writing by Licensor. Licensor shall conduct an inspection of the premises to determine if restoration has been completed by Licensee. If Licensor determines that restoration has not been completed upon expiration or termination of this license, Licensor may restore said premises entirely at the risk and expense of Licensee.
20. **ALTERATIONS AND IMPROVEMENTS:** Licensee has examined the premises and knows the condition thereof. Licensee accepts the premises in the present state and condition and waives any and all demand upon the Licensor for alteration, repair, or improvement thereof. All betterments to the premises shall become the property of Licensor upon the termination of this license.
21. **COUNTY LOBBYIST ORDINANCE:** Licensee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which Licensor may terminate or suspend this license.
22. **TRANSFER OF TITLE/GOLF COURSE CLOSURE:** In the event Licensor transfers title of the Golf Course and the licensed premises to a newly-formed or existing governmental agency, this license shall be terminated on the date of said transfer to such agency, unless that agency agrees to assume this license. Licensor agrees to use its best efforts to obtain said assignment in the event Licensor transfers title of the Golf Course to a newly-formed or existing governmental agency. In the event Licensor closes the Golf Course this agreement shall terminate upon the effective date of such closure. Licensor shall provide written notice to Licensee immediately upon any consideration by the Licensor of the possibility of transferring or closing the Golf Course. Licensor shall provide Licensee with as much prior written notice of any such transfer or closure of the Golf

Course as reasonably possible before the effective date of any such transfer or closure.

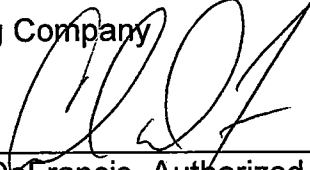
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(Signature Page Follows)

LICENSEE:

McDonnell Douglas Corporation, c/o

The Boeing Company

By: 
Alan DeFrancis, Authorized signatory

Who hereby personally covenants, guarantees and warrants that he/she has the power and authority to obligate the Licensee to the terms and conditions in this license.

Pursuant to Section 2.26.140B (3) of the Los Angeles County Code, this license has been executed on behalf of the County of Los Angeles by the Director of Parks and Recreation on the _____ day of _____, 2009. Upon approval, a fully executed license bearing original signatures will be mailed to Licensee.

LICENSOR:

COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

By: _____
Russ Guiney, Director
Department of Parks and Recreation

APPROVED AS TO FORM:

OFFICE OF COUNTY COUNSEL

By: 
Christina Angeles Salseda, Deputy

ALL PURPOSE ACKNOWLEDGEMENT

State of California)
) SS
County of Los Angeles)

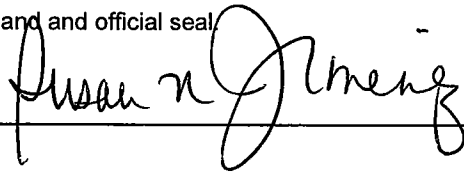
On January 12, 2009 before me, SUSAN N. JIMENEZ, NOTARY PUBLIC,

personally appeared Alan DeFrancis
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

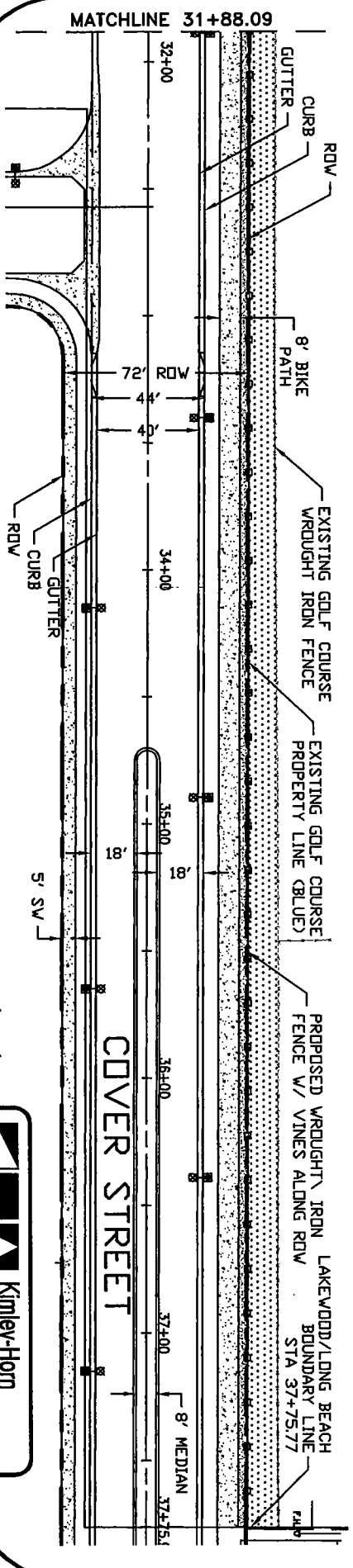
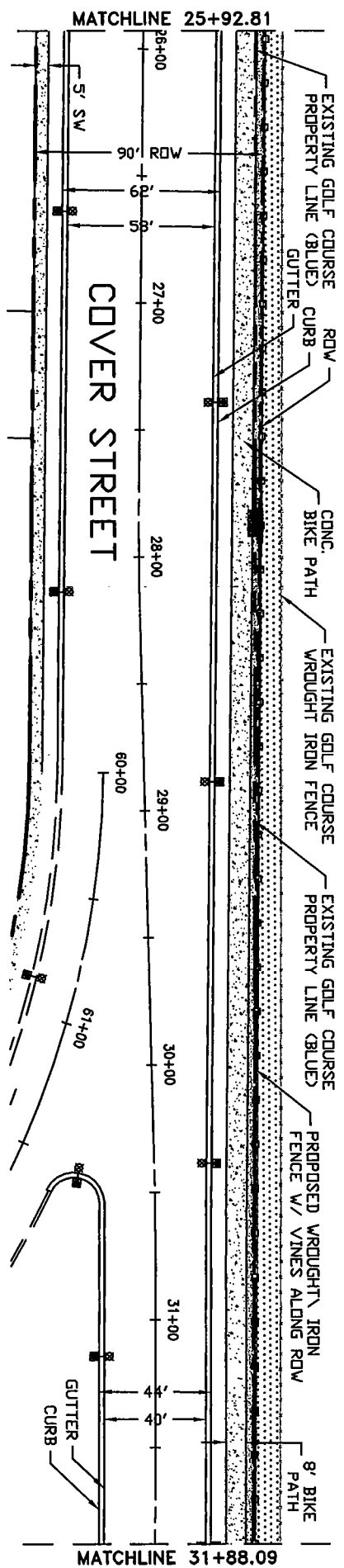
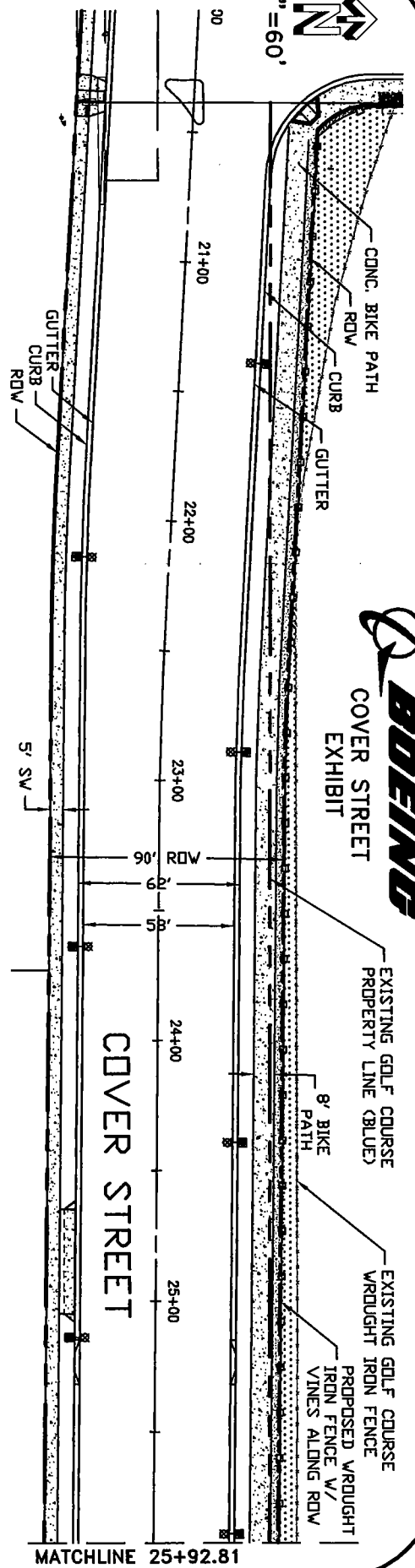


(Seal)





COVER STREET EXHIBIT



11/11/08



Kimley-Horn
and Associates, Inc.